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THIS BOOK DOES
NOT CIRCULATE

CONTRACTUAL AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE BOROUGH OF MANASQUAN
AND
MANASQUAN EDUCATIONAL SECRETARIES ASSOCIATION

SCHOOL YEARS

1976-77

1977-78

1978-79

Monmouth County
New Jersey
1978

4-1978
RUTGERS UNIVERSITY

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PREAMBLE

This Agreement entered into this 28th day of June, 1976, by and between the Board of Education of the School District of the Borough of Manasquan, New Jersey, hereinafter called the "Board", and the Manasquan Educational Secretaries Association, hereinafter called the "Association", incorporates the articles hereinafter indexed and further defined.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Manasquan Educational Secretaries Association as the exclusive negotiating representative for the confidential secretaries, general secretaries and clerical help in the Board's employ, redefine by excluding the Secretaries to the Superintendent and the Secretary to the Board Secretary.

Unless otherwise indicated, the term "employee", when used hereinafter in the Agreement, shall refer specifically to those employees who are eligible for membership in the Association.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall be according to Rules and Regulations as set up by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all members of the appropriate unit, be reduced to writing, be signed by the authorized representatives of the Board and the Association and be adopted by the Board.
- B. During negotiation, facts, opinions, proposals and counterproposals will be exchanged by the parties thereto. The Board and/or the superintendent shall furnish the Association representatives with any information which is a matter of public record or which is encompassed under the Right to Know Law.
- C. Neither party shall have control over the selection of the negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations.
- D. This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.
- E. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees of this Association.

2. Aggrieved person

An "Aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "Party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - principal or immediate superior

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

ARTICLE III (cont.)

3. Level Two - superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the Association within seven (7) calendar days after the decision at Level One or fourteen (14) calendar days after the grievance was presented, whichever is sooner. Within seven (7) calendar days after receiving the written grievance, the Association shall refer it to the superintendent of schools.

4. Level Three - arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the superintendent, he may, within seven (7) calendar days after a decision by the superintendent or twenty (20) calendar days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) calendar days after receipt of a request by the aggrieved person.

(b) Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

ARTICLE III (cont.)

The arbitrator shall be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure unless the aggrieved person does not wish to do so.

2. Written decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and

ARTICLE III (cont.)

to the Association. Decisions rendered at Level Three shall be in accordance with the procedure set forth in Section C, paragraph 4 (c) of this ARTICLE.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- D. Whenever any employee is required to appear before the superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of any employee pending charges shall be with pay.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

BOARD RIGHTS

- A. The Association recognizes that the school district, in accordance with provisions of State Laws, Rules, and Regulations, shall be governed by the Board of Education and that the Board of Education cannot unlawfully delegate its authority with reference to any decision affecting the school system. It is not the intent of this Agreement to violate any of the school laws, laws of the State of New Jersey, or of the United States of America.

- B. If any provision of this Agreement or any applications of this Agreement to any employee hereby covered shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business or school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board to its suppliers or from the Board's suppliers at the price paid by the Board at the time of purchase. The Association agrees to pay for equipment damaged or stolen while in use by the Association, as permitted under paragraph "D".
- F. The Association may have the right to use the inter-office mail facilities and school mail boxes for Association materials as it deems it necessary and without approval of the building principal or other members of the administration.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization. The Association seal or signature of an officer shall be attached to all documents sent through inter-office mail.

ARTICLE VII

ASSOCIATION RESPONSIBILITIES

- A. The Association employee is directly responsible to her immediate supervisor and through the superintendent of schools to the Board of Education. She shall discharge her duties in accordance with policies and rules of regulation of the Board of Education, and shall comply with all rules and instructions.
- B. The employee shall promptly and efficiently familiarize herself with her duties and will adhere to rules and regulations regarding the routine of her position.
- C. The employee shall be accountable for the proper care and inventory of all materials and equipment committed to her charge during normal working hours.

ARTICLE VIII

EMPLOYMENT PROCEDURES

- A. All secretarial employees (Guides A & B) must be competent stenographers and typists. All clerical employees (Guide C) must be competent typists.
- B. Candidates with experience may receive credit for prior experience, salary to be determined at the time of hiring according to Schedule "A" and with due consideration given to the budget appropriation. Future increments will be according to Schedule "A".
- C. Any employee employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- D. A terminated employee shall receive two weeks notice of termination or two weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.
- E. An employee who is resigning from his position shall give the normal two weeks notice.

Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the employee.

ARTICLE IX

SCHOOL CALENDAR

- A. Hours per week - 35 hrs. (Sept. through June)
30 hrs. (July and August).
- B. Hours per day: 8:00 - 4:00 less 1 hour for lunch (7 hrs.) 8:00 - 3:00
in July and August, (hours can be adjusted back or ahead to accommodate
individual school programs).
- C. Employees are expected to work a regular 5-day week, whether school is
in session or not. This includes the time school may be closed for
Christmas, Easter or spring vacation periods but does not include days school
may be closed for Legal Holidays. Legal Holidays shall include those days
so designated in Title 36, N.J.Statutes. Days considered holidays with
pay shall include New Year's Day; Lincoln's Birthday; Washington' Birthday;
Good Friday; Memorial Day; Memorial Day holiday weekend extension; if any;
Independence Day and any weekend extension; Labor Day; Columbus Day;
Veterans' Day; Thanksgiving Day; General Election Day; Christmas Day; and one
extra day to be mutually agreed upon.

If school is in session on any legal holiday and employees are required
to work, they shall be given this time off during the year, preferably
during the vacation or holiday time when school is not in session.

As per N.J.Statutes 18:13-118, employees and clerks are permitted up to
two days leave with pay for the N.J.E.A. Convention. These requests should
be cleared with immediate superior.

- D. In the event schools are closed for inclement weather or emergency days,
when traveling to extremely hazardous, the Board will not penalize any
employees for circumstances beyond their control in reporting to work.

ARTICLE X

VACATION SCHEDULE

- A. Any full-time employee on a 12-month payroll period employed between October 1st and the following January 31st inclusive, of any school year, shall be entitled to one week vacation with pay during his/her first summer of employment.
- B. Any full-time salaried employee on a 12-month payroll period employed after January 31st of any school year shall not be entitled to any vacation with pay until the second summer of employment, during which such employee shall be entitled to two (2) weeks of vacation with pay.
- C. Employees employed on a 12-month contract are entitled to a two (2) week vacation for the first seven (7) years of service; three (3) weeks for the next eight (8) years of service; and four (4) weeks after fifteen (15) years of service.
- D. All vacations are to be scheduled by the employees with their immediate supervisors and subject to approval by the superintendent of schools.

ARTICLE XI

SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule "A" for 1976-1977 and in Schedule "B" for 1977-1978 which are attached hereto and made a part hereof.
- B. The Board shall reserve the right to make additional salary increments over and beyond the maximums as outlined in Schedules "A" and "B".
- C. Employees shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.
- D. For the purpose of administration of the salary schedule, each "step" shall be defined as one year of employment. Said "year of employment" shall mean one academic year.
- E. Each employee employed on a 12-month basis shall be paid in twenty four (24) semi-monthly installments.

ARTICLE XII

SICK LEAVE

- A. Sick Leave is defined by law "to mean the absence from her post of duty, of any such person because of personal disability due to illness or injury, or because she had been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in her immediate household."
- B. Any employee of the Board employed on a 12-month basis shall be allowed sick leave with full pay for a minimum of twelve (12) days in any fiscal year. Unused sick leave days shall be accumulated from year to year with no maximum limit. It shall be the obligation of the employee to certify that the absence resulted from personal illness, and any employee absent over three (3) consecutive days may be required to file a doctor's certificate of illness.
- C. If any such person requires in any fiscal year less than the then specified number of days sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave, as needed, in subsequent years.
- D.
 - 1. Absence beyond the accrued leave credit shall receive separate consideration by the Board of Education, based upon the merits of the individual case.
 - 2. Loss of a day's pay for absence other than stipulated shall be computed as $\frac{1}{264}$ for office employees, except that a 10 month employee's salary shall be computed at $\frac{1}{200}$.
- E. Employees who retire after working fifteen (15) years in the Manasquan School System will be compensated for one hundred (100) percent of their accumulated sick leave at a rate of \$13.00 per day. This provision applies only to sick days earned during employment within the Manasquan School District, and accumulated by employees with a minimum of fifteen (15) years of service completed within the district.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each fiscal year:

1. Five (5) days leave of absence for personal matters upon a written application to the superintendent or his designee, which require absence during school hours. Two (2) of the above days shall be granted without reason. Three (3) of the days shall require a written reason, subject to approval by the superintendent of schools.

None of the five (5) days can be utilized before or after a scheduled holiday as defined by the school calendar; except that exceptions for emergencies may be sought through the superintendent of schools.

2. Absence will not be charged to personal business when attendance is required as specified by law, e.g. subpoena, etc.
3. Any employee desiring to avail himself of an absence for legitimate personal business shall make application in writing to the superintendent, at least two (2) days before taking such leave, (except in the case of an emergency) and give the reason why the request is made.
4. An employee may be absent from school duties without loss of pay for a period of not to exceed more than five (5) days for death in the immediate family. Definition of immediate family shall be construed to mean employee's spouse, father, mother, child, sister, brother, grandparents, father-in-law, mother-in-law, daughter-in-law, son-in-law, and any member of the immediate household. Any employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee's immediate family, as defined above.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

C. Other temporary leaves of absence may be granted by the Board.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- A. The Board shall grant maternity leave without pay to any female employee upon request, subject to the following stipulations and limitations:
1. Maternity leave shall be granted when a female employee is unable to physically continue with her duties as an employee because of pregnancy and shall terminate as soon as she is physically able to return to her duties as may be determined by a physician; or, for a period of time mutually agreeable to the employee and the Board.
 2. Any employee granted maternity leave without pay, according to the provisions of this section, may at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

ARTICLE XV

INSURANCE PROTECTION

- A. As of the beginning of the 1974-75 school year, the Board, after agreement with the Association regarding insurance carriers, shall provide the health care insurance protection designated below. The Board shall pay the full premium costs for each employee and the full premium costs for each employee's dependents, including hospitalization, medical-surgical insurance and major medical expense insurance.
1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment insurance premiums to provide insurance coverage for the full twelve (12) month period commencing October 1st and ending September 30th; when necessary, premiums in behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association shall include:
 - a. Hospital room and board and miscellaneous costs
 - b. Out-patient benefits
 - c. Laboratory fees, diagnostic expenses, and therapy treatments
 - d. Maternity costs
 - e. Surgical costs
 - f. Major Medical coverage
 - g. Prescription drug costs
 - h. Long-term disability benefitsThe above listed benefits shall be in accordance with the provisions of the New Jersey Blue Cross-Blue Shield Comprehensive-Expanded and Extended Benefit Rider Plans and the Prudential Insurance Company Major Medical Expense Coverage.
- B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1974-75 school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Any additional fringe benefits for 1975-76 which shall affect any other employee group shall also affect the employees of this group.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Copies of this agreement shall be mimeographed at the expense of the Board after agreement with the Association on format within thrity (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be in effect as of July 1, 1975 and continue in effect until June 30, 1979, except that salaries shall be negotiated for the 1978-79 school year, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.
- C. No grievances may be filed with respect to any matter occurring prior to the effective date.

MANASQUAN EDUCATIONAL SECRETARIES ASSOCIATION, INC.
Executed for the Association

BY: ALMA C. PATTERSON Date June 11, 1976
(President)

BY: LOIS ANN BIANCHI Date June 11, 1976
(Secretary)

MANASQUAN BOARD OF EDUCATION
Executed for the Board

BY: ROBERT J. SOLT Date June 28, 1976
(President)

BY: MARGUERITE C. BECKETT Date June 28, 1976
(Secretary)

- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
1. If by Association, to Board at Central Administrative Offices, Broad St., Manasquan, New Jersey 08736.
 2. If by the Board, to Association at Central Administrative Offices, Broad St., Manasquan, New Jersey 08736.

SCHEDULE "A"

SALARY SCHEDULE - 1976-77

<u>Year</u>	<u>Guide A</u>	<u>Guide B</u>	<u>Guide C</u>
1	\$6,520	\$5,416	\$5,080
2	6,976	5,884	5,344
3	7,420	6,340	5,584
4	7,900	6,808	5,860
5	8,392	7,300	6,124
6	8,872	7,780	6,364
7	9,364	8,260	6,640
8	9,892	8,812	6,940
9	10,480	9,376	7,180
10	11,100	10,000	7,800

Guide A - Confidential Secretary to
High School Principal (12 months)

Guide B - General Secretaries (12 months)

Guide C - Clerical help (12 months)

SCHEDULE "B"

SALARY SCHEDULE - 1977-78

<u>Year</u>	<u>Guide A</u>	<u>Guide B</u>	<u>Guide C</u>
1	\$6,920	\$5,816	\$5,480
2	7,376	6,284	5,744
3	7,820	6,740	5,984
4	8,300	7,208	6,260
5	8,792	7,700	6,524
6	9,272	8,180	6,764
7	9,764	8,660	7,040
8	10,292	9,212	7,304
9	10,880	9,776	7,580
10	11,800	10,600	8,400

Guide A - Confidential Secretary to
High School Principal (12 months)

Guide B - General Secretaries (12 months)

Guide C - Clerical help (12 months)